

Exhibit

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## QUEUE LINE AND/OR CHECKOUT COUNTER PLACEMENT AGREEMENT

THIS QUEUE LINE AND/OR CHECKOUT COUNTER PLACEMENT AGREEMENT (this "**Queue Line Agreement**") is entered as of 1<sup>st</sup> Jan 2022 (the "**Effective Date**") by and between Goli Nutrition Inc. ("**Supplier**") and Circle K Procurement ("**CK Brands**"). Supplier and CK Brands are collectively referred to as the "**Parties**", and each individually as a "**Party**".

## RECITALS

A. Supplier and CK Brands entered into that certain U.S. National Supplier and Purchase Agreement on or about January 1<sup>st</sup>, 2022 (the "**Master Agreement**"), which provides for the purchase and supply of Supplier's Products to CK Brands' corporate and franchise stores and is incorporated herein by reference.

B. CK Brands is adding product space in their areas called the Queue Line or Checkout Counter.

C. Supplier desires to place their Products for sale in the Queue Line or Checkout Counter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier and CK Brands agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Master Agreement.

2. **Placement Supplier Space.** Supplier agrees to compensate CK Brands for space in the Queue Line and/or Checkout Counter for placement of Supplier's Products at the rates reflected on the attached Schedule A.

3. **Termination.** CK Brands may terminate this Queue Line Agreement at any time, with or without cause and without any penalty, upon thirty (30) days' prior written notice to the other Party. In addition, this Queue Line Agreement will automatically terminate upon expiration or termination of the Master Agreement in accordance with its respective terms and conditions.

4. **Reaffirmation of Master Agreement.** The Parties hereby ratify and reaffirm the Master Agreement and all the terms and provisions thereof shall remain in full force and effect.

5. **Counterparts.** This Queue Line Agreement may be executed in the original or by telecopy or electronic transmission of a .pdf file containing an executed signature page, in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**THE PARTIES** hereto have signed this Queue Line Agreement as of the date first above written.

**Circle K Procurement & Brands Ltd.**

DocuSigned by:

*Matt Hieb*

**Per:**

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**Name:** Matt Hieb

**Title:** VP, Global Procurement

**Goli Nutrition Inc.**

DocuSigned by:

*Christa Cameron*

**Per:**

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**Name:** Christa Cameron

**Title:** VP, B2B & Distribution

DocuSigned by:

*Liva Saule*

**Per:**

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**Name:** Liva Saule

**Title:** Director, Global Procurement

### **SCHEDULE A**

Supplier will be invoiced on the 1<sup>st</sup> of each month for store installs completed the previous month and will be billed through the completion of half-year cycles ending June 30, 2022 and December 31, 2022.

Examples:

- For all store installs completed by January 31, 2022, supplier will be billed on February 1, 2022 for the full six (6) months from January 1 – June 30, 2022.
- Installs completed from February 1, 2022 to July 31, 2022 will continue to be billed on the 1<sup>st</sup> of the following month for the months from install to June 30, 2022.
- For stores completed by July 31, 2022, supplier will be billed August 1, 2022 for the full six (6) months from July 1 – December 31, 2022.
- Installs completed from August 1, 2022 onwards will continue to be billed on the 1<sup>st</sup> of the following month for the months from install to December 31, 2022.
- If CK Brands terminates this agreement, any prepayment will be refunded on a prorated basis.

### **RATES:**

- Queue Line and/or Checkout Counter Space
  - \$12.50 per sku per store per 6 months